

Exhibit A OMB No. 1105-00

To Registration Statement (Redacted)

Under the Foreign Agents Registration Act of 1938, as amended

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

| | |
|--|---|
| 1. Name and address of registrant | 2. Registration No. |
| L. A. Motley and Company | 3723 |
| 3. Name of foreign principal | 4. Principal address of foreign principal |
| S. A. San Miguel | Florida 1, 8vo. piso Buenos Aires, Argentina |
| 5. Indicate whether your foreign principal is one of the following type: | |
| <input type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or <input type="checkbox"/> domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-around;"> <div style="width: 45%;"> <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association </div> <div style="width: 45%;"> <input type="checkbox"/> Committee <input checked="" type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify) _____ </div> </div> | |
| <input type="checkbox"/> Individual—State his nationality _____ | |

RECEIVED
LIBRARY
UNIVERSITY OF TORONTO LIBRARIES
AUG 28 1953

7. If the foreign principal is a foreign political party, state:

- b) Name and title of official with whom registrant deals.

- b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

- a) Principal address
 - b) Name and title of official with whom registrant deals.
 - c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Producers of lemons and lemon products in Argentina.

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal Yes No

Directed by a foreign government, foreign political party, or other foreign principal..... Yes No

Controlled by a foreign government, foreign political party, or other foreign principal Yes No

Financed by a foreign government, foreign political party, or other foreign principal Yes No

Subsidized in whole by a foreign government, foreign political party, or other foreign principal..... Yes No

Subsidized in part by a foreign government, foreign political party, or other foreign principal..... Yes No

9. Explain fully all items answered "Yes" in Item 8(b). (*If additional space is needed, a full insert page may be used.*)

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Five private companies controlled by shareholders.

Date of Exhibit A

Name and Title

Claud L. Gingrich
Vice President

Signature



INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant

L. A. Motley and Company

Name of Foreign Principal

S. A. San Miguel

Check Appropriate Boxes:

1. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

L. A. Motley and Company will:

1. Build a coalition in the United States in support of liberalized trade in lemon juice.
2. Assist in ensuring an effective presentation by the Government of Argentina to the U.S. Government regarding the liberalized trade in lemon juice.
3. Monitor and report on economic, administrative, and legislative developments in the U.S. that could affect Argentine access to the U.S. lemon juice market.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

L. A. Motley and Company will consult with U.S. Government officials and other private parties concerning proposed actions which would impact on the ability of S. A. San Miguel and other contractors to export lemon juice to the U.S. market; supply officials and private parties with any information as may be required by them with respect to such proposed actions; and develop such economic information and advice as required to carry out the terms of the agreement.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?

Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

L. A. Motley and Company will consult with and supply information to U.S. Government and private individuals in the course of their consideration of any action which could adversely affect the ability of the members of the association to sell their products in the U.S.

Date of Exhibit B

Name and Title

Claud L. Gingrich
Vice President

Signature

Claud L. Gingrich

*Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

L. A. MOTLEY AND COMPANY

1800 K STREET, NORTHWEST

SUITE 1000

WASHINGTON, D. C. 20006

TELEPHONE: (202) 223-8222

TELEX: 5106002920

FAX: (202) 775-8604

Washington, D.C., 6 de julio de 1990

Sr. Domingo Arroyo
S.A. San Miguel
Florida 1, 8vo. piso
Buenos Aires
Argentina

De nuestra consideración:

RECEIVED
DEPT. OF STATE
7/6/90
AM 1
MJS 28

Esta carta, preparada en tres originales, confirma nuestro acuerdo por el cual L.A. Motley and Company, Inversur Financial Corporation y Aguirre, González, Peirano y Asociados S.A. ("la Consultora") proveerán servicios de consultoría a S.A. San Miguel, Citrex S.A., Vicente Trapani S.A., Citrusvil S.R.L., y Citromax S.A.C.I. ("la Contratista"), de conformidad con los siguientes términos y condiciones.

Una vez firmada por el Contratista, esta carta se constituirá en un contrato ("Contrato") con vigencia a partir del 1 de julio de 1990, entre la Consultora y el Contratista.

1. Servicios que se proveerán:

La Consultora informará al Contratista y efectuará presentaciones en Argentina y los Estados Unidos en su nombre, en relación con desarrollos que afecten al arancel aplicado por los Estados Unidos al jugo de limón, a los efectos de que las autoridades de los Estados Unidos accedan reducirlo.

La Consultora suministrará el material que fuere necesario para la preparación de la solicitud para negociar la reducción del arancel aplicado por los Estados Unidos al jugo de limón concentrado y congelado. La Consultora desarrollará argumentos económicos y políticos que respalden esta solicitud.

La Consultora tendrá a su cargo la difusión de estos argumentos así como del material respaldatorio apropiado entre los funcionarios y organismos del Gobierno Argentino y de los Estados Unidos vinculados con la Rueda Uruguay de negociaciones del GATT, y específicamente con las negociaciones referidas a aranceles. En

los Estados Unidos se incluirá a funcionarios de la Oficina del Representante Especial para Asuntos Comerciales, del Departamento de Comercio, del Departamento de Estado, del Departamento de Agricultura, de la Casa Blanca y de otros organismos como sea apropiado, y en la Argentina, a funcionarios del Ministerio de Relaciones Exteriores, de la Subsecretaría de Industria y Comercio y de la Subsecretaría de Agricultura, Ganadería y Pesca.

La Consultora también se encargará de difundir estos argumentos y material a los sectores del Congreso de los Estados Unidos relacionados con este tema. La Consultora evaluará la reacción e interés del Congreso con referencia a la solicitud de reducción del arancel en cuestión.

La Consultora contactará en los Estados Unidos a interesados privados dispuestos a apoyar una reducción del arancel. Estos incluirán consumidores de los productos en cuestión y otros grupos u organizaciones que posiblemente respalden este esfuerzo.

La Consultora contactará a otros proveedores de los productos en cuestión de terceros países en busca de apoyo y les suministrará la información y el material que fueren necesarios.

La Consultora suministrará la información y el material que se requiera durante el curso de las negociaciones así como toda información solicitada por funcionarios argentinos competentes a efectos de preparar la presentación argentina ante los negociadores comerciales de los Estados Unidos. Esta presentación puede incluir información respecto de los requerimientos de los Estados Unidos en las negociaciones.

La Consultora evaluará el progreso de las negociaciones e informará a la Contratista respecto de todos los avances relevantes y preparará y difundirá el material adicional que le pueda ser requerido por las autoridades competentes de ambos países.

2. Plazo:

Este contrato tendrá una vigencia de doce meses a partir del 1 de julio de 1990.

3. Pago de los servicios:

a. Pagos mensuales: Por los servicios prestados, la Contratista pagará a la Consultora la suma de US\$ 2.500 (dos mil quinientos dólares) mensuales libres de todo impuesto o arancel argentino. El primer pago de US\$ 2.500 (dos mil quinientos dólares) deberá efectuarse antes del 15 de julio de 1990, y los pagos posteriores de US\$ 2.500 (dos mil quinientos dólares) se

efectuarán el primer día hábil de cada mes subsiguiente.

b. Comisión de éxito: Adicionalmente a los pagos mensuales mencionados, la Contratista pagará a la Consultora una comisión de éxito de US\$ 160.000 (ciento sesenta mil dólares) dentro de los quince días de la fecha en que las autoridades de los Estados Unidos hayan publicado en el "Federal Register" noticias de reducciones del arancel a la importación de jugo de limón de 9,25 centavos de dólar por litro a 5,55 centavos de dólar por litro o a un valor equivalente expresado en aranceles porcentuales "ad valorem". Si se lograra una reducción mayor al 40% (cuarenta por ciento), el monto de la comisión de éxito señalado se incrementará proporcionalmente. La comisión de éxito no superará en ningún caso los US\$ 400.000 (cuatrocientos mil dólares).

A título de ejemplo para el cálculo de la comisión de éxito se presenta la siguiente tabla:

| <u>Valor del nuevo arancel</u> (en centavos de dólar por litro) | <u>Comisión de éxito</u> (en dólares estadunidenses) |
|--|---|
| mayor de 5,55 | 0 |
| 5,55 | 160.000 |
| 4,625 | 200.000 |
| 3,70 | 240.000 |
| | máximo 400.000 |

En el caso en que substituyera el arancel actual por un arancel porcentual "ad valorem", para calcular la comisión de éxito se utilizará un precio de US\$ 0,20 (veinte centavos de dólar) por litro.

c. Otros gastos: El Contratista reembolsará a la Consultora por todo gasto razonable por viajes, estadías y varios en que hubiere corrido al llevar a cabo servicios relativos al presente Contrato, los que deberán ser previamente aprobados por el Contratista. Dichos gastos serán facturados al Contratista mensualmente y abonados a los 15 días de su recepción. Los gastos incurridos por la Consultora en la Argentina en moneda argentina, deberán ser reembolsados por el Contratista en la misma moneda indexados por la variación en el índice de precios al consumidor entre la fecha del gasto y la del pago.

4. Otras disposiciones:

a. La Consultora respetará la confidencialidad de cualquier información que la Contratista le hubiere suministrado.

b. La Consultora, durante la vigencia de este Contrato, podrá prestar servicios a otros clientes además de la Contratista, pero el número de los mismos será limitado y la Consultora tomará

los recaudos necesarios para asegurar que los servicios que se brinden a otros clientes no interfieran con los brindados a la Contratista.

5. Jurisdicción: Este convenio se regirá por la ley argentina y ambas partes se someten a la jurisdicción no-exclusiva de los tribunales de la Capital Federal de la Republica Argentina y del Estado de Nueva York en los Estados Unidos de Norteamérica.

Si Uds. están de acuerdo con lo precedente, por favor firmen los dos originales que se incluyen. Un original firmado quedará en poder del Contratista. El segundo original quedará para la Consultora.

Atentamente,

L.A. Motley and Company

Inversur Financial Corporation

Aguirre, González, Peirano
y Asociados S.A.

Aprobado y aceptado por:

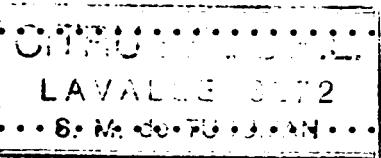
S.A. San Miguel

Citrex S.A.

Vicente Trapani S.A.

Citrusvil S.R.L.

Citromax S.A.C.I.



CITROMAX S.A.C.I.
ALBERTO H. GONZÁLEZ
GERENTE GENERAL